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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JELANI C. CUNNINGHAM, Plaintiff, v. BURNS NATIONAL, LLC a Michigan limited liability company; MOTIONS REPOSSESSORS, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	CASE NO. 2:17-cv-00754-DSF (FFMx) (Case Assigned to Judge Dale S. Fischer) **ANSWER TO PLAINTIFF'S COMPLAINT**

COMES NOW, Defendant BURNS NATIONAL, LLC ("BNL") and hereby answers the Complaint by JELANCI C. CUNNINGHAM as follows:

1. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

2. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

3. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

4. BNL admits it is a Michigan limited liability company and that its principal place of business is in Hudsonvile, Michigan. BNL denies the remainder of the allegations

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of the paragraph.

5. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

6. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

7. BNL denies the allegations in this paragraph.

8. BNL admits it hired Motion Repossessors to repossess the vehicle; BNL denies the remaining allegations as stated.

9. BNL denies the allegations in this paragraph.

10. BNL denies the allegations in this paragraph.

11. BNL denies the allegations in this paragraph.

12. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

13. BNL denies the allegations in this paragraph.

14. BNL denies the allegations in this paragraph.

15. BNL lacks sufficient information to admit or deny the allegations and on that basis denies the allegations.

16. BNL denies the allegations in this paragraph.

17. BNL denies the allegations in this paragraph.

18. BNL denies the allegations in this paragraph.

19. BNL incorporates its response in paragraph 1-18.

20. BNL denies the allegations in paragraph 20 as it relates to BNL.

21. BNL denies the allegations in this paragraph.

22. BNL denies the allegations in this paragraph.

23. BNL denies the allegations in this paragraph.

24. BNL denies the allegations in this paragraph.

25. BNL denies the allegations in this paragraph.

26. BNL denies the allegations in this paragraph.

27. BNL denies the allegations in this paragraph.

28. BNL incorporates its responses to Plaintiff's allegations in paragraphs 1-27 above.

29. BNL denies the allegations in this paragraph.

30. BNL denies the allegations in this paragraph.

31. BNL denies the allegations in this paragraph.

32. BNL denies the allegations in this paragraph.

33. BNL denies the allegations in this paragraph.

34. BNL denies the allegations in this paragraph.

35. BNL incorporates its prior responses to the allegations in paragraphs 1-35 via its responses above.

36. BNL denies the allegations in this paragraph as it relates to it.

37. BNL denies the allegations in this paragraph.

38. BNL denies the allegations in this paragraph.

39. BNL denies the allegations in this paragraph as it relates to it.

40. BNL denies the allegations in this paragraph.

41. BNL denies the allegations in this paragraph.

42. BNL denies the allegations in this paragraph.

43. BNL denies the allegations in this paragraph.

44. BNL lacks information in which to admit or deny the allegations in this paragraph, and on that basis denies the allegations.

45. BNL incorporates its prior responses to the allegations in paragraphs 1-44 in response to this paragraph.

46. BNL denies the allegations in this paragraph.

47. BNL denies the allegations in this paragraph.

48. BNL denies the allegations in this paragraph.

49. BNL denies the allegations in this paragraph.

50. BNL denies the allegations in this paragraph.

51. BNL incorporates its prior responses to the allegations in paragraphs 1-50 in response to this paragraph.

52. BNL denies the allegations in this paragraph.

53. BNL denies the allegations in this paragraph.

54. BNL denies the allegations in this paragraph.

55. BNL incorporates its prior responses to the allegations in paragraphs 1-55 in response to this paragraph.

56. BNL denies the allegations in this paragraph.

57. BNL denies the allegations in this paragraph.

58. BNL denies the allegations in this paragraph.

59. BNL denies the allegations in this paragraph.

60. BNL incorporates its prior responses to the allegations in paragraphs 1-59 in response to this paragraph.

61. BNL denies the allegations in this paragraph.

62. BNL denies the allegations in this paragraph.

63. BNL denies the allegations in this paragraph.

64. BNL denies the allegations in this paragraph.

65. BNL denies the allegations in this paragraph.

66. BNL denies the allegations in this paragraph.

67. BNL denies the allegations in this paragraph.

68. BNL denies the allegations in this paragraph.

69. BNL denies the allegations in this paragraph.

FIRST AFFIRMATIVE DEFENSE

70. Alleges that the Complaint fails to state facts sufficient to constitute a cause of action against this answering Defendant.

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SECOND AFFIRMATIVE DEFENSE

71. Alleges that the damages, if any, which Plaintiff complains, were proximately caused or contributed to by the negligence or fault of other Defendants, Cross-Defendants, persons or entities, and that said negligence was an intervening and superseding cause of the damages of which Plaintiff.

FIRST AFFIRMATIVE DEFENSE

72. Alleges the damages, if any, which Plaintiff complains, were directly and proximately caused and contributed to by the negligence of others or Plaintiff's recovery is reduced, to the extent that Plaintiff's damages are attributable to Plaintiff's negligence.

SECOND AFFIRMATIVE DEFENSE

73. Alleges Plaintiff failed to property mitigate her damages

THIRD AFFIRMATIVE DEFENSE

74. Plaintiff lacks standing to bring this lawsuit or serve as a class representative.

FOURTH AFFIRMATIVE DEFENSE

75. Alleges Plaintiff released BNL from any claims.

FIFTH AFFIRMATIVE DEFENSE

76. Alleges Plaintiff's recovery, if any, is limited or barred by contract.

SIXTH AFFIRMATIVE DEFENSE

77. BNL acted with proper legal authority with respect to its alleged conduct.

SEVENTH AFFIRMATIVE DEFENSE

78. BNL is not a debt collector as the term is used in the acts cited by Plaintiff in her complaint.

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WHEREFORE, Defendant BNL, asks for judgment as follows:

1. That Plaintiff take nothing;
2. For costs of suit; and
3. For such other proper relief.

DATED: April 19 2017

PRINDLE, GOETZ, BARNES & REINHOLTZ LLP

By: ____________________
JACK C. NICK
Attorneys for Defendant, BURNS NATIONAL. LLC